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<u>TRANSACTION REPORT</u>							MAY-06-97 TUE 02:21 PM	*	
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SEND(M)								*	
DATE	START	RECEIVER	TX TIME	PAGES	TYPE	NOTE	M# DP	*	
MAY-06	02:08 PM	18018840922	12' 58"	22	SEND	(M) OK	133	*	
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TOTAL							12M 58S PAGES:	22	*
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State of Utah
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

Michael O. Leavitt
Governor

Ted Stewart
Executive Director

James W. Carter
Division Director

355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
801-538-5340
801-359-3940 (Fax)
801-538-5319 (TDD)

December 2, 1994

Dan Bauer
AKZO Nobel Salt, Incorporated
1428 James Palmer Road
Lake Point, Utah 84074

Re: Large Mining Operations Notice of Intention, AKZO Nobel Salt, Inc., Timpie Solar Ponds, M/045/030, Tooele County, Utah

Dear Mr. Bauer:

The Division has completed a review of the additional information received February 22, 1994 (Reclamation Contract and Surety Bond) and February 28, 1994 (response letter, two maps, and draft copy of Spill Prevention Control and Countermeasures). We offer our apology for the lengthy delay in responding to your submission. We are not yet prepared to issue tentative approval of the Timpie Solar Ponds large mine operations notice of intention. We believe that after the issues described in this letter are resolved we will be able to issue tentative approval and publish the public notice in preparation for presentation to our Board. Please review the comments listed below and provide a written response.

In this latest submission AKZO proposes all roads within plots A & B to have post mine use. The Division agrees that all the roads in Plot A would have postmine use provided the facilities in that plot have a postmine use. Most of the roads in Plot B would have a postmine use provided the facilities in Plot B have a postmine use. The western most road in Plot B which accesses the pump station would not seem to have a post mine use after reclamation of the site.

AKZO's submission implies all facilities within plots A & B should have a postmine use and therefore be granted a variance from reclamation requirements. In previous submissions, AKZO's justification for this postmine use was a reference to the similar variance granted in the Great Salt Lake Minerals permit. Division review of Great Salt Lake Minerals permit found the justification for their variance was a resolution from the Weber County Industrial Development Corporation which identified their plant site as part of a

Page 2
Dan Bauer
M/045/030
December 2, 1994

zoned industrial park. AKZO would need similar documentation from the county or other entity to justify the postmine use of all facilities in Plots A & B. AKZO indicated there is an agreement which gives Magcorp first rights on all properties abandoned by AKZO. The Division will need to review a copy of this agreement in order to make a decision on the postmine use issue.

With regard to amount of soil to be imported for reclamation, the Division recommends a 12 inch depth of soil be placed on Plot C as part of the final reclamation. Please provide us with additional information describing the borrow area(s) which will be used.

The latest facilities drawing received includes several new features not shown on previous versions of the drawing. These new features were not included in the last Division reclamation cost estimate. The new features in Plot B are: power, gas and water lines to the bulk salt storage, a transformer station, and a truck dock. New features in Plot B would not affect the estimate if the postmine use variance request is granted by the Division. The new loading ramp and road arc shown in Plot F have been added into the Division's reclamation estimate. The new loading ramp shown in Plot C has been added into the reclamation estimate. In addition, reclamation of an assumed disturbance at the proposed borrow area has also been added into the reclamation estimate. Please provide a description of the haul distance, site conditions, and amount of disturbance at the borrow area in order to adjust the reclamation estimate accordingly. Features have been added to Plots B, C and F; however, the acreage breakdown for features within these plots have not changed. Please explain the reason for this inconsistency.

Please provide additional information on the Salt Washing Plant & Related Facilities drawing identifying the section marker shown on the drawing. The latest drawing submitted has this marker labeled as "N1/4 Cor. Sec 8 T1S R7W SLB&M." The additional information describing this marker would be something like "the NE corner of the NE 1/4 Sec. 8, T1S R7W SLBM."

The Division has reviewed the Reclamation Contract and Surety Bond forms submitted by AKZO. There are several corrections to be made to these forms which are identified in Attachment One of this letter. In addition, the reclamation cost estimate has been adjusted by the Division to account for the new features mentioned above and project supervision. This new reclamation cost estimate is in draft form because the postmine use of the facilities is still being decided and we do not have a description of the topsoil borrow area. A copy of the draft estimate is attached for your review. The surety amount may need to be adjusted after we receive the additional information requested in this letter. The

Page 3
Dan Bauer
M/045/030
December 2, 1994

corrections to the Reclamation Contract and Surety Bond forms will need to be completed and the surety amount finalized before we can present this matter to our Board for approval.

To assist you, we have enclosed copies of: the Surety Bond and Reclamation Contract previously submitted by Akzo, blank versions of these forms, and a guide for completion of the Reclamation Contract.

Thank you for your attention in these matters. If you have any questions regarding this letter or feel that a meeting to discuss the issues would be appropriate, please contact me or Tony Gallegos of the minerals staff.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Wayne Hedberg". The signature is fluid and cursive, with the first name "D." and last name "Hedberg" clearly distinguishable.

D. Wayne Hedberg
Permit Supervisor
Minerals Regulatory Program

jb

Attachments: ONE-Corrections to Forms, Surety Estimate
enclosures
M45-30.LET

ATTACHMENT ONE
CORRECTIONS TO FORMS
M/045/030 AKZO Nobel Salt, Inc.
11/23/94

Surety Bond Form

Page 1: The company name will need to be changed to the new name on the blank line in "The undersigned _____, as Principal, ... " and in all other references to company name such as in the header on each page of the document. The section "Principal has estimated in the Mining and Reclamation Plan approved by the Division on the ____ day of _____, 19 __, that ____ acres of land ..." should be left blank. The Division will provide the date when the plan is approved. The exact surety amount is not yet determined. Additional information describing the borrow area and the postmine use of facilities is needed.

Page 2: Correct the name shown on the line for Principal (Permitee).

Page 3: The date on this page is to be left blank until the time of Board approval/signature.

Page 4: The second blank line should contain the title or position of the officer or agent representing the surety company in this matter instead of the name of the company.

Attachment A: The company name should be corrected on the line for Operator. The legal description should begin with the statement "Approximately 48.45 acres located in T. 1S, R7W, SLBM, section 8: NW1/4, W1/2ZNE1/4, except for a one acre" The description should also include a statement at the end such as "As described by the drawing titled Salt Washing Plant & Related Facilities Reclamation Plan dated 11/28/94."

Reclamation Contract

Page 1: The header in the upper right corner should include the file number M/045/030, but the effective date is left blank until the Board approves of the surety. The MINE LOCATION section should be revised to read "Timpie Solar Ponds near Timpie Springs approximately 43 miles west of Salt Lake City, Tooele County, Utah." The DISTURBED AREA (Disturbed Acres) section should list 48.5 acres (the same acreage listed in the Surety Estimate and Surety Bond form).

Page 2: The OPERATOR'S REGISTERED AGENT section will need to be completed. Please list the agent representing the operator to whom legal notice should be served, i.e. Operator's Attorney or other authorized officer registered in the State of Utah. The SURETY AMOUNT section will need to be revised to the new amount (still to be determined). The ESCALATION YEAR section should read "1999". The blank line in the

paragraph beginning "This Reclamation Contract ..." should be changed to the correct company name.

Page 7: The Operator Name section should be changed to the correct company name.

Page 8: The paragraph should read similar to "On the 4th day of March, 1994, personally appeared before me Rosalee M. Wilson who being by me duly sworn did say that he/she, the said Rosalee M. Wilson is the Attorney-in-fact of Federal Insurance Company and"

RECLAMATION ESTIMATE

Akzo Nobel Salt, Inc.

Timpie Solar Ponds

Prepared by Utah State Division of Oil, Gas & Mining

DRAFT

last revision

11/23/94 filename M45-30.WQ2

M/045/030

Tooele County

Reclamation Details

-North dike(s) to remain to protect I-80 from flooding - POSTMINE use		
-Dikes protecting Timpie Waterfowl Area to remain in place - POSTMINE use		
-All other dikes to erode naturally without regrading		
-All wooden gates in dikes to be left open & erode naturally		
-Two concrete gates in dike system to be removed		
-IF Vehicle maintenance facility & roads in PLOT 'A' have a POSTMINE use	3.2	acres
-IF Warehouse, offices & access roads in PLOT 'B' have a POSTMINE use	6.1	acres
-Stacker conveyor, salt stockpiles & ramp in PLOT 'C' to be reclaimed	23.6	acres
-Salt washing plant & ramps in PLOT 'D' to be reclaimed	4.8	acres
-Roads & ramp in PLOT 'F' to be reclaimed by regrading & reseeding	1.6	acres
-UP&L Substation in PLOT 'E' not included in Akzo's reclamation plan(0.9 acre)	0	acres
-ASSUME borrow soil to cover 70% Plot C & 10% Plot F with 12" soil(16.5+.16)	16.7	acres
ASSUME soil at borrow areas is 24" deep, then borrow area needed =	9.15	acres
-Refer to map received 2/28/94 for "Plot" descriptions---NEED UPDATED MAP		
-Total disturbed acreage (pond systems & dikes not included) =	48.45	acres
-Total disturbance to be reclaimed =	39.2	acres

Description	Amount		\$/unit	\$
Open all gates *	24	gates	17	408
Remove concrete gates *	2	gates	700	1,400
Demo/remove wash plant *	1	sum	20,500	20,500
Demo/remove stacker *	1	sum	22,800	22,800
Rip & remove stockpile *	1	sum	26,800	26,800
Grade disturbed area at site	30	acre	350	10,500
Haul & place 12" topsoil in Plots C,F	26,943	CY	0.60	16,166
Reseed borrow areas	9.15	acre	260	2,379
Reseed disturbed area at site	30	acre	260	7,800
Mobilization	5	equip	1,000	5,000
subtotal				113,753
Supervision (5% of subtotal)				5,688
subtotal				119,440
Add 10% contingency				11,944
Total in 1994 \$				131,384
Escalation for 5 years @ 2.01%				13,746
Total in 1999 \$				145,130
Rounded total in 1999-\$				\$145,100

DRAFT

Average cost/disturbed acre =

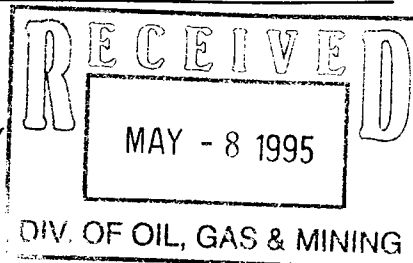
\$2,995

** Akzo estimate for this task



CHUBB GROUP OF INSURANCE COMPANIES
2200 ONE FIRST UNION CENTER
301 SOUTH COLLEGE STREET
CHARLOTTE, NC 28202-6027

RIDER



TO BE ATTACHED TO AND FORM A PART OF FEDERAL INSURANCE COMPANY

POLICY NUMBER 8140-35-20 DATED 01/19/94

ON BEHALF OF AKZO SALT INC.

IN FAVOR OF STATE OF UTAH, DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

AS PRINCIPAL

IN THE AMOUNT OF \$109,500.00

AS OBLIGEE

DESCRIPTION

MINED LAND RECLAMATION BOND

IT IS UNDERSTOOD AND AGREED THAT EFFECTIVE 01/01/95 THE
ABOVE DESCRIBED BOND IS HEREBY AMENDED AS FOLLOWS:

THE

THE NAME OF THE PRINCIPAL IS CHANGED FROM:

AKZO SALT INC.

TO

AKZO NOBEL SALT INC.

AND AKZO NOBEL SALT INC.

SHALL BE HELD AND FIRMLY BOUND AND HEREBY BINDS ITSELF, ITS SUCCESSORS AND
ASSIGNS, AS PRINCIPAL, AND FEDERAL INSURANCE COMPANY HEREBY BINDS
ITSELF, ITS SUCCESSORS AND ASSIGNS, AS SURETY, IN ACCORDANCE WITH THE
TERMS, PROVISIONS AND CONDITIONS OF SAID BOND AS SO AMENDED.

SIGNED AND SEALED THIS

SEVENTH DAY OF

APRIL, 1995

AKZO NOBEL SALT INC.

BY

A. R. Peslak - Vice President Finance

FEDERAL INSURANCE COMPANY

BY

Linda Neph, ATTORNEY-IN-FACT

PRODUCER NUMBER 27022

OBLIGEE

ATTACHMENT B

MR FORM 5
April 8, 1993

Bond Number _____
Permit Number M/045/030
Mine Name Akzo Salt Inc.

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining
355 West North Temple
3 Triad Center Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340

THE MINED LAND RECLAMATION ACT

FFR 2 2 1994

SURETY BOND

The undersigned Akzo Salt Inc., as
Principal, and Federal Insurance Company, as
Surety, hereby jointly and severally bind ourselves, our heirs, administrators, executors,
successors, and assigns, jointly and severally, unto the State of Utah, Division of Oil,
Gas and Mining (Division) in the penal sum of One Hundred Nine Thousand Five Hundred & 00/10
dollars (\$ 109,500.00*****).

Principal has estimated in the Mining and Reclamation Plan approved by the
Division on the 4th day of March, 19 94, that 40
acres of land will be disturbed by mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the
Reclamation Contract, of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal
has satisfactorily reclaimed the disturbed lands in accordance with the approved Mining
and Reclamation Plan and has faithfully performed all requirements of the Mined Land
Reclamation Act, and complied with the Rules and Regulations adopted in accordance
therewith, then this obligation shall be void; otherwise it shall remain in full force and
effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of
the disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act
and regulations, then Principal may apply for a reduction in the amount of this Surety
Bond.

In the converse, if the Mining and Reclamation Plan provides for a gradual
increase in the area disturbed or the extent of disturbance, then, the Division may
require that the amount of this Surety Bond be increased, with the written approval of
the Surety.

RECEIVED AUG 30 1993

This bond may be canceled by Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

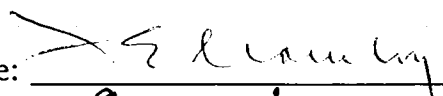
IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

Date March 4, 1994

AKZO SALT INC.
Principal (Permittee)

By (Name typed): F. E. Crowley/ A. R. Peslak

Title: Sr. Vice President & CFO/Corp. Cont. & Asst. Sec.

Signature: 

Signature: 

Date January 19, 1994

FEDERAL INSURANCE COMPANY
Surety

By (Name typed): Rosalee M. Wilson

Title: Attorney-in-fact

Signature: 

Page 3
MR-5
Attachment B

Bond Number _____
Permit Number M/045/030
Mine Name Akzo Salt Inc.

SO AGREED this 4th day of March, 19 94.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

Dave D. Lauriski, Chairman
Utah State Board of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.

AFFIDAVIT OF QUALIFICATION

Rosalee M. Wilson, being first duly sworn, on oath deposes and says that he/she is the (officer or agent) Federal Insurance Company of said Surety, and that he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertaking and obligations.

Signed: Rosalee M. Wilson
Surety Officer Rosalee M. Wilson

Title: Attorney-in-fact

Subscribed and sworn to before me this 24th day of January, 1994.

Sharon D. Hart
Notary Public Sharon D. Hart
Residing at: P.O. Box 3318, Asheville, NC 28802

My Commission Expires:

MY COMMISSION EXPIRES 6-5-95
_____, 19____

ATTACHMENT "A"

Akzo Salt Inc.
Operator

Timpie Solar Ponds
Mine Name

M/045/030
Permit Number

Tooele County, Utah

The legal description of lands to be disturbed is:

T. 1 S., R. 7 W., S.L.B. & M.

Section 8:

NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, except for a one acre parcel described as beginning at a point N.89°53' W. 1320 feet and S. 00°03' E. 1461.3 feet from the Northeast corner of the section, thence S. 00°03' E. 220.8 feet, then N.84°07' W. 201.3 feet, then N. 00°03' W. 200 feet, then N. 89°57' e. 200 feet to the point of beginning, together with a right of way across Section 8 as described in Certificate No. 24099

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340

RECLAMATION CONTRACT

---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.) M/045/030
(Mineral Mined) Salt NACL

"MINE LOCATION":
(Name of Mine) Akzo Salt Inc.
(Description) Timpie Solar Ponds
Tooele County, Utah

"DISTURBED AREA":
(Disturbed Acres) 40 Acres
(Legal Description) (refer to Attachment "A")

"OPERATOR":
(Company or Name) AKZO SALT INC.
(Address) 1428 James Palmer Road
Lake Point, Utah 84074

(Phone) (801) 250-1151

RECEIVED AUG 30 1993

"OPERATOR'S REGISTERED AGENT":

(Name)

(Address)

(Phone)

"OPERATOR'S OFFICER(S)":

A.B. Graf-President

H.A. Burns- Exec. VP & COO

F.E. Crowley- Sr. VP & CFO

"SURETY":

(Form of Surety - Attachment B)

G.R. Thompson- Sr. VP & CAO

A.R. Peslak-Corp. Controller & Asst. Sec.

Surety Bond

"SURETY COMPANY":

(Name, Policy or Acct. No.)

Federal Insurance Company

"SURETY AMOUNT":

(Escalated Dollars)

\$109,500.00

"ESCALATION YEAR":

1997

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Akzo Salt Inc. the "Operator" and the Utah State Board of Oil, Gas and Mining ("Board").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/045/030 which has been approved by the Utah State Division of Oil, Gas and Mining "Division" under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Board, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Board and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated _____, and the original Reclamation Plan dated _____. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Board. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Board in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Board. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as

amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the (Board) that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The (Board) shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Board to substitute surety. The Board, in its sole judgment and discretion, may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.

14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

F. E. Crowley/A. R. Peslak

Authorized Officer (Typed or Printed)

X S Crowley

Authorized Officer's Signature
Sr. Vice President & CFO

February 16, 1994

Date

A R Peslak

Authorized Officer's Signature
Corp. Controller & Asst. Sec.

SO AGREED this _____ day of _____, 19____.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

BY _____

Dave D. Lauriski, Chairman
Utah State Board of Oil, Gas and Mining

DIVISION OF OIL, GAS AND MINING:

By _____
James W. Carter, Director

Date

STATE OF _____)
_____) ss:
COUNTY OF _____)

On the _____ day of _____, 19 _____, personally
appeared before me, who being duly sworn did say that he/she, the said
_____ is the Director of the Division of
Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he/she
duly acknowledged to me that he/she executed the foregoing document by
authority of law on behalf of the State of Utah.

Notary Public
Residing at: _____

My Commission Expires:

OPERATOR:

Akzo Salt Inc.
Operator Name

By F. E. Crowley, Sr. VP & CFO
Corporate Officer - Position

[Signature]
Signature

February 16, 1994
Date

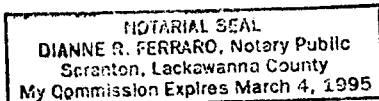
A. R. Peslak, Corp. Controller & Asst.
Corporate Officer - Position Sec.

[Signature]
Signature

STATE OF Pennsylvania)
) ss:
COUNTY OF Lackawanna)

On the 16 day of February, 19 94, personally
appeared before me F. E. Crowley and A. R. Peslak who
being by me duly sworn did say that he/she, the said F. E. Crowley and A. R. Peslak
is the Sr. VP & CFO/Corp. Cont. & Asst. Sec of Akzo Salt Inc.
and duly acknowledged that said instrument was signed on behalf of said company
by authority of its bylaws or a resolution of its board of directors and said
F. E. Crowley and A. R. Peslak duly acknowledged to me that said
company executed the same.

Dianne R. Ferraro
Notary Public RR1 Box 727
Residing at: TERMIN PA 18433



My Commission Expires:

SURETY:

FEDERAL INSURANCE COMPANY
Surety Company

By Rosalee M. Wilson, Attorney-in-fact
Company Officer - Position

March 4, 1994
Date

Rosalee M. Wilson
Signature

STATE OF North Carolina)
COUNTY OF Buncombe) ss:

On the 4th day of March, 19 94, personally
appeared before me Rosalee M. Wilson who
being by me duly sworn did say that he/she, the said Agent
is the Attorney-in-fact of Federal Insurance Company
and duly acknowledged that said instrument was signed on behalf of said company
by authority of its bylaws or a resolution of its board of directors and said
Rosalee M. Wilson duly acknowledged to me that said
company executed the same.

Sharon D. Hart
Notary Public Sharon D. Hart
Residing at: PO Box 3318, Asheville, NC 28802

MY COMMISSION EXPIRES 6-5-95

My Commission Expires:

NOTE: An affidavit of Qualification must be completed and attached to this form for each authorized agent or officer. Where one signs by virtue of Power of Attorney for a company, such Power of Attorney must be filed with this Contract.

POWER OF ATTORNEY
FEDERAL INSURANCE COMPANY
ATTN: SURETY DEPARTMENT
15 Mountain View Road, Warren, NJ 07059

Know all Men by these Presents, That the **FEDERAL INSURANCE COMPANY**, an Indiana Corporation, has constituted and appointed, and does hereby constitute and appoint Rosalee M. Wilson, Alan L. Dobbins, Susan I. Stevenson and Mary M. Wright of Asheville, North Carolina -----

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to-wit:

1. Bonds and Undertakings (other than Bail Bonds) filed in any suit, matter or proceeding in any Court, or filed with any Sheriff or Magistrate, for the doing or not doing of anything specified in such Bond or Undertaking.
2. Surety bonds to the United States of America or any agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; License and Permit Bonds or other indemnity bonds under the laws, ordinances or regulations of any State, City, Town, Village, Board or other body or organization, public or private; bonds to Transportation Companies, Lost Instrument bonds; Lease bonds, Workers' Compensation bonds, Miscellaneous Surety bonds and bonds on behalf of Notaries Public, Sheriffs, Deputy Sheriffs and similar public officials.
3. Bonds on behalf of contractors in connection with bids, proposals or contracts.

In Witness Whereof, the said **FEDERAL INSURANCE COMPANY** has, pursuant to its By-Laws, caused these presents to be signed by its Vice President and Assistant Secretary and its corporate seal to be hereto affixed this 20th day of August 19 93



Richard D. O'Connor
Richard D. O'Connor

Assistant Secretary

FEDERAL INSURANCE COMPANY

By

James D. Dixon
James D. Dixon

Vice President

STATE OF NEW JERSEY
County of Somerset

} SS.

On this 20th day of August 19 93, before me personally came Richard D. O'Connor to me known and by me known to be Assistant Secretary of the **FEDERAL INSURANCE COMPANY**, the corporation described in and which executed the foregoing Power of Attorney, and the said Richard D. O'Connor being by me duly sworn, did depose and say that he is Assistant Secretary of the **FEDERAL INSURANCE COMPANY** and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company, and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; and that he is acquainted with James D. Dixon and knows him to be the Vice President of said Company, and that the signature of said James D. Dixon subscribed to said Power of Attorney is in the genuine handwriting of said James D. Dixon and was thereto subscribed by authority of said By-Laws and in deponent's presence.



Acknowledged and Sworn to before me
on the date above written.

Janet A. Scavone
JANET A. SCAVONE Notary Public
Notary Public, State of New Jersey
No. 2065320
Commission Expires October 2, 1994

CERTIFICATION

STATE OF NEW JERSEY
County of Somerset

} SS.

I, the undersigned, Assistant Secretary of the **FEDERAL INSURANCE COMPANY**, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on March 2, 1990 and that this By-Law is in full force and effect.

"ARTICLE XVIII.

Section 2. All bonds, undertakings, contracts and other instruments other than as above for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice Chairman or the President or a Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in Section 3 below, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney.

Section 3. All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the Vice Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, Vice Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I further certify that said **FEDERAL INSURANCE COMPANY** is duly licensed to transact fidelity and surety business in each of the States of the United States of America, District of Columbia, Puerto Rico, and each of the Provinces of Canada with the exception of Prince Edward Island; and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by law.

I, the undersigned Assistant Secretary of **FEDERAL INSURANCE COMPANY**, do hereby certify that the foregoing Power of Attorney is in full force and effect.

Given under my hand and the seal of said Company at Warren, N.J., this 4th day of March 19 94



L. Sawchuk
Assistant Secretary